

***Federal Funding Opportunity
Request for Applications (RFA)***

Executive Summary

Federal Agency Name: U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition Management
1200 New Jersey Avenue, SE
Washington, DC 20590
Attn: Guang Zeng, HAAM-20D

Funding Opportunity Title: ***“Origin-Destination Database of Border Traffic Flows
for Transportation Planning”***

Announcement Type: This is the initial announcement of this funding
opportunity.

Funding Opportunity Number: ***RFA Number DTFH61-12-RA-00015***

Catalog of Federal Domestic Assistance (CFDA) Number: 20.200

Dates: RFA Issue Date is June 7, 2012
Application Due Date is July 9, 2012

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SECTION I – FUNDING OPPORTUNITY DESCRIPTION

A. STATEMENT OF PURPOSE

The Federal Highway Administration (FHWA) hereby requests an application for assistance to result in the award of a cooperative agreement with the Ministry of Transportation Ontario (MTO) to conduct training workshops on how to conduct data collection and how to understand and maximize the use of the data collected.

B. LEGISLATIVE AUTHORITY

The legislative authority to conduct this effort is derived from Section 5207 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) established the Surface Transportation Environment and Planning Cooperative Research Program (STEP). The Federal Highway Administration anticipates that the STEP or a similar program to provide resources for national research on issues related to planning, environment, and realty will be included in future surface transportation legislation.

The authority to award a cooperative agreement for this effort is found in 23 USC 502(b)(3) as amended by Public Law 109-59. Per Section 5201 paragraph (c)(3) COOPERATION, GRANTS AND CONTRACTS – “The Secretary may carry out research, development, and technology transfer activities related to transportation...(c) by making grants to, and entering into contracts and cooperative agreements with one or more of the following: the National Academy of Sciences, the American Association of State Highway and Transportation Officials, any Federal laboratory, Federal agency, State agency, authority, association, institution, for-profit, non-profit corporation, organization, foreign country, or any other person.”

A sole source justification was completed for this effort. The basis for non-competing this requirement is found in DOT Order 4410.1 Section 11 (b)(4) entitled “Capabilities,” allows for award without competition if, “The applicant demonstrates a unique capability to perform the activity successfully, based upon unique equipment, proprietary data, technical expertise, location or other such unique qualifications.”

C. BACKGROUND

The U.S. has a \$500 billion trading partnership with Canada. Most of this trade is served by surface transportation, yet the most recent comprehensive northern border truck survey the states have access to, was conducted more than a decade ago. The states of Minnesota, Michigan, New York, Vermont, New Hampshire and Maine (the eastern border states) currently lack trained personnel and sufficient data to understand the complex trade interactions with our largest trading partner during a time of significant economic restructuring. Without more recent understanding of truck and commodity data collection methods, states will lack adequate resources and information to identify existing/future needs and assess and select solutions.

Approximately 79% of all land border crossings between the U.S. and Canada originate in the eastern border states region. That amounts to approximately 8.3 million trucks and 34 million passenger vehicles crossing between the two countries in 2010. While the volume of this activity

has been captured, a large data gap exists in our understanding of complex logistic travel characteristics.

On February 4, 2011, the Prime Minister of Canada and the President of the United States signed an agreement titled “Beyond the Border: A Shared Vision for Perimeter Security and Economic Competitiveness.” In this agreement, the two countries agree to strive to ensure that our border crossings have the capacity to support the volume of commercial and passenger traffic inherent to economic growth and job creation on both sides of the border. Terms of reference for this agreement call for developing five-year border infrastructure investment plans to upgrade infrastructure at key crossings.

D. OBJECTIVES

The objective of this cooperative agreement is to train personnel, through training workshops, on how to conduct data collection and how to understand and maximize the use of such collected data. The training materials from these training workshops will contain summary reports of the data collected that can assist federal, state, provincial, regional, and local public and private sector organizations to evaluate and understand the need for future infrastructure investments and to develop policies and programs that will enhance border trade and traffic.

E. STATEMENT OF WORK

The recipient will organize and present two workshops on how to conduct data collection and how to effectively maximize the use of the survey results from the origin-destination survey currently being conducted by MTO and on how to replicate the best practices of conducting a similar survey or set of surveys in the United States.

Note: FHWA will not be involved with any of the data collection activity taking place in Canada. If FHWA were to be involved with any activities involving information collection (i.e., paper or web-based surveys, questionnaires, etc) from 10 or more non-Federal entities, the Paperwork Reduction Act (PRA) requirements would require the USDOT to coordinate an OMB Information Collection Clearance, a process that generally takes at least eight months. The recipient shall coordinate with the AOTR on this process.

Task A - Work Plan and Kickoff Meeting

The recipient will provide a Draft Work Plan containing the management approach and critical schedule needed to complete the tasks. The recipient will participate in an onsite (DOT Headquarters) or teleconference kickoff meeting with the U.S. DOT Agreement Officer’s Technical Representative and other U.S. DOT representatives where this plan will be presented. During this kickoff meeting, the U.S. DOT will reiterate its high level requirements and priorities. Following this kickoff meeting and upon resolution of U.S. DOT and AOTR comments, the recipient will complete a Final Work Plan. A final draft will be provided within two weeks after the kick-off meeting.

Deliverables:

1. Draft work plan
2. Kickoff meeting
3. Final work plan (FHWA will have a 14-day review period for comments on all materials).

Task B – Workshops, Survey Results, and Information Sharing

The recipient will conduct, in cooperation with FHWA, presentations/workshops. Food, meals, and beverage costs associated with presentations and workshops sponsored by FHWA are unallowable. The recipient will be responsible for organizing and presenting the following presentations/workshops.

1. The recipient will develop and administer workshops/presentations during or around the Transportation Border Working Group (TBWG) meetings scheduled for FY 2013 (November 2012 and April 2013) and the TBWG meetings scheduled for FY 2014 (November 2013 and April 2014). The presentations/workshops would be made to Federal, State and local leaders to discuss the data collection effort and the data that will come from the effort. The presentations/workshops will focus primarily on past data collection efforts and existing data from those efforts. The presentations/workshops will also talk about the current data collection efforts and the differences that this effort has compared to past efforts.
2. The recipient will develop and administer a workshop on how to effectively maximize the use of the survey results from the origin-destination survey currently being conducted by the MTO. Recipient will conduct a 1-2 day workshop on how to maximize the use of the data (location will be provided by the FHWA at a location in a US/Canada border state). This presentation will include information about:
 - a. Instructions on how to access internal commercial vehicle OD survey data collected with US trip ends for all participants
 - b. Processed data (subjects derived from bulleted list above in this task)
 - c. Instructions on how to access internal passenger vehicle survey data with US trip ends
 - d. Final reports from the Province's survey
3. Recipient will develop and present a workshop that will instruct participants on how to replicate the best practices of conducting a similar survey or set of surveys in the United States. The purpose of the workshop is to train personnel on how to conduct similar surveys and best practices on personal vehicle, truck and commodity data collection that focuses on border related data to effectively plan for infrastructure needs at the border. Recipient will conduct a 1-2 day workshop on how to conduct best practices on a similar survey in the United States (the location will also be provided by the FHWA at a location in a US/Canada border state). Additional information will include information that

documents the project mobilization, quality control, project execution, data collection effort and lessons learned.

The training workshops will be held for US partners including, but not limited to all public transportation and governmental organizations for use by their transportation and economic development processes.

Prior to and as a part of the training workshops survey results will be shared with stakeholders, transportation providers, other government agencies and the general public as part of this project through electronic or other means. The survey data to be shared will include comparison reports to past data collected, summaries of findings at each crossing, charts/tables of commodities at each crossing, detailed statistics of trip lengths, payloads, and origins/destinations, and maps of individual commodity flows by volume and tonnage at each crossing as available from the Ontario survey.

These training workshops and training materials will also contain summary reports of the data collected that can assist federal, state, provincial, regional, and local public and private sector organizations evaluate and understand the need for future infrastructure investments and to develop policies and programs that will enhance border trade and traffic.

Other types of information that can be derived from this survey and included in reports include:

- Refinement of freight flows with respect to mode and market
- Commodity shares
- Variation by mode and market
- Insights into why truck backhauls are empty
- Route selection for access to the border on both sides -How or when does it vary and under what circumstances
- Amount of through container traffic destined for overseas shipment
- Import and export container volume via Canadian ports by mode
- Facility type at trip origin and destination
- Indicators of truck and commodity trips, tons and value linked to Texas/California with ties to Mexico
- Approximate time spent in queues, including primary and secondary inspections; broken down by FAST or non-FAST; Nexus or non-Nexus
- Information on driver perceptions of border crossing wait times and processes

Deliverables:

1. Conduct four presentations/workshops about past data collection, currently available data, and the on-going data collection effort being conducted by the Province of Ontario, Ministry of Transportation. These four presentations/workshops will be completed in conjunction with the TBWG meetings scheduled for FY 2013 and FY 2014.

2. Conduct a 1-2 day workshop on how to maximize the use of the information collected. This presentation will include information about
 - a. Instructions on how to access internal commercial vehicle OD survey data collected with US trip ends for all participants
 - b. Processed data (subjects derived from bulleted list above in this task)
 - c. Instructions on how to access internal passenger vehicle survey data with US trip ends
 - d. Final reports from the Province's survey
 - e. Workshop will be sponsored by FHWA at a location in a US/Canada border state
3. Conduct a 1-2 day workshop on how to conduct best practices on a similar survey in the United States (sponsored by the FHWA at a location in a US/Canada border state). Additional information will include information that documents the project mobilization, quality control, project execution, data collection effort and lessons learned.

Section 508

While the requirements of Section 508 of the Rehabilitation Act do not apply to assistance agreements, the FHWA is subject to the Act's requirements that all documents posted on an FHWA or FHWA-hosted website comply with the accessibility standards of the Act. As such, all electronic and information technology products that are submitted under this cooperative agreement must be Section 508-compliant so that they can be posted without further modification.

All final deliverable electronic documents prepared under this agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View [Section 508 of the Rehabilitation Act \(http://www.access-board.gov/508/508standards.htm - PART 1194\)](http://www.access-board.gov/508/508standards.htm) and the [Federal IT Accessibility Initiative Home Page \(http://section508.gov\)](http://section508.gov) for detailed information. The following paragraphs summarize the requirements for preparing FHWA reports in conformance with Section 508 for eventual posting by FHWA to an FHWA-sponsored website.

- a. Electronic documents with images
Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

- b. Electronic documents with complex charts or data tables
When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups shall be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.
- c. Electronic documents with forms
When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

SECTION II – AWARD INFORMATION

A. FUNDING

FHWA anticipates Federal funding up to the amount of \$300,000 will be made available for this award subject to availability. The recipient is required to provide a 50% non-federal matching contribution to the total project cost.

B. NUMBER OF AWARDS ANTICIPTED

FHWA anticipates making one award resulting from this RFA.

C. PERIOD OF PERFORMANCE

The period of performance for this cooperative agreement is 36 months, commencing from the effective date of the agreement.

FHWA anticipates the effective date of this agreement will be on or about September 1, 2012.

D. TYPE OF AWARD

FHWA intends to award one cooperative agreement as a result of this RFA.

E. DEGREE OF FEDERAL INVOLVEMENT

FHWA anticipates substantial Federal involvement between FHWA and the Recipient during the course of this project. FHWA anticipates the Federal involvement will include:

- Technical assistance and guidance;
- Close monitoring during performance;
- Involvement in technical decisions; and
- Participation in status meetings including kickoff meeting.

The FHWA will partner with the Recipient and provide the necessary guidance to help complete all work under the agreement. The AOTR will participate in the planning and management of this cooperative agreement and will coordinate activities between the Recipient and the FHWA.

SECTION III - ELIGIBILITY INFORMATION

A. ELIGIBLE APPLICANTS

Competition under this RFA is restricted to Ministry of Transportation Ontario, Canada.

B. COST SHARING OR MATCHING

The Recipient shall provide a matching contribution to the total cost of the cooperative agreement. Pursuant to SAFETEA-LU Section 5306 (c), the Federal share shall not exceed 50 percent of the total project cost. Accordingly, the total value of the required cost share is a minimum of \$300,000.

Note: See Section IV for documentation necessary to support proposed cost-share.

SECTION IV – APPLICATION AND SUBMISSION INFORMATION

A. APPLICATION FORMS

Applicants shall complete all forms included in the Application Package for this RFA as contained in www.grants.gov. The Applicant shall submit the Application Package online at www.grants.gov.

Note: It is recommended that applicants register on grants.gov in advance of the application due date. Approval of user registrations for the grants.gov site may take multiple weeks.

B. CONTENT AND FORM OF APPLICATION SUBMISSION

The Application Package shall consist of the following:

- SF 424
 - SF 424A
 - SF 424B
 - SF LLL
 - Grants.gov Lobbying Form
 - Attachments Form*
1. Technical Application – 25 page limit
 2. Budget Application – no page limit

*Applicants may attach as many files as necessary to provide information requested below.

Note: Applications under this RFA are not subject to the State review under E.O. 12372.

Submit your application in the following format:

Part I – Technical Application

NOTE: The Technical Application cannot exceed 25 pages.

In the event an application exceeds the 25-page limitation, the Government will evaluate only the first 25 pages of the application. The format of the above application shall be as follows:

1. Applications shall be prepared on 8 ½ x 11 inch paper except for foldouts used for charts, tables, or figures, which shall not exceed 11 x 17 inches. Foldouts shall not be used for text, and shall count as two pages.
2. A page is defined as one side of an 8 ½ x 11 inch paper. Therefore, a piece of paper with printing on both sides is considered two pages.
3. Text shall be printed using a font size no less than 12 point front size.
4. Page margins shall be a minimum of 1 inch top, bottom and each side.

Technical application must contain:

TECHNICAL APPROACH & MANAGEMENT APPROACH

The application shall include a program narrative statement that describes the technical approach. Describe in detail how you would proceed if awarded this cooperative agreement and how you propose to meet the program objectives.

STAFFING APPROACH

Provide a program organizational chart identifying proposed staff members assigned to the project. Include the title and a brief description of each position's responsibilities, as well as the proposed level of effort and allocation of time for each position.

Provide brief resumes for the proposed Principal Investigator, Program Manager and key personnel to include name, experience, education, and proposed role in project. (Note: resumes do count against the designated page limitations.)

Part II- Budget Application

NOTE: There is no page limit on budget applications.

Budget applications must contain:

1. Detailed spreadsheets and supporting information clearly delineating which costs are covered by Federal Funds and which costs are proposed cost share and supporting all estimated costs by year for the entire 36 month period of performance.
 - Provide labor categories, labor hours or percentage of time, labor rates.

- Provide indirect rates and bases, include any audit information to support rates.
- Provide supporting information to justify estimates for Other Direct Costs such as equipment, travel, etc.

Note: Travel will be reimbursed at cost in accordance with the Federal Travel Regulations in effect at the time of travel.

2. If sub-recipients (lower-tiered organizations and/or individual consultants) will be used in carrying out this project, the following minimum information concerning such, should be furnished:
 - Name and address of the organization or consultant.
 - Description of the portion of work to be conducted by the organization or consultant.
 - Cost details for that portion of work.
 - Letter of commitment from sub-recipient.
3. The use of a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number is required on all applications for Federal grants or cooperative agreements. Please provide your organization's DUNS number in your budget application.
4. A statement to indicate whether your organization has previously completed an A-133 Single Audit and, if so, the date the last audit was completed.
5. A statement to indicate whether your organization has an approved accounting system and the internal controls in accordance with 49 CFR Part 19 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations."

C. SUBMISSION DATES AND TIMES

Applications must be received electronically through www.Grants.gov by 4:15 pm EST on July 9, 2012.

The deadline cited herein is the date and time by which the agency must receive the application.

Late applications will not be reviewed or considered unless the Agreement Officer determines it is in the Government's best interest to consider the late application.

D. OTHER SUBMISSION REQUIREMENTS

FHWA uses www.Grants.gov for receipt of all applications. Applicants must register with www.Grants.gov and use the system to submit application electronically.

In the event of system problems or technical difficulties with the application submittal, applicants should contact the FHWA point of contact designated on page 1. If applicants are unable to use the www.Grants.gov system due to technical difficulties, applicants must e-mail applications to the FHWA point of contact listed on page 1 no later than the application deadline cited above.

E. FUNDING RESTRICTIONS

FHWA will not provide any reimbursement of pre-award costs under this proposed agreement.

SECTION V – APPLICATION REVIEW INFORMATION

A. EVALUATION CRITERIA

The technical proposal will be evaluated based on the following criteria listed in descending order of importance.

Technical Approach

The applicant's technical competence and understanding of the tasks required to carry out the objectives of this agreement.

Staffing

The applicant's ability to provide qualified and experience staff.

Cost

In addition to the criteria listed above, relative cost will be considered in the ultimate award decision. The budget application will be analyzed to assess cost reasonableness and conformance to applicable principles.

B. REVIEW AND SELECTION PROCESS

The Agreement Officer is the official responsible for final award selections.

The Government is not obligated to make any award as a result of this announcement.

C. ANTICIPATED ANNOUNCEMENT AND AWARD DATES

FHWA anticipates making award on or about September 23, 2011.

D. AWARD NOTICES

Only the Agreement Officer can commit the Government. The award document, signed by the Agreement Officer, is the authorizing document.

Notice that an organization has been selected as a Recipient does not constitute approval of the application as submitted. Before the actual award, FHWA will enter into negotiations concerning such items as program components, staffing and funding levels, and administrative systems. If the negotiations do not result in an acceptable submittal, the FHWA reserves the right to terminate the negotiation and decline to fund the applicant.

SECTION VI – AWARD ADMINISTRATION INFORMATION

A. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

1. GOVERNING REGULATIONS

Performance under this cooperative agreement shall be governed by and in compliance with the following requirements as applicable to the type of organization of the Recipient and any applicable subrecipients:

- 49 CFR 19 “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations”, [*located at: <http://www.dot.gov/ost/m60/grant/49cfr19.htm>*];
- 2 CFR Part 230 (OMB Circular A-122), “Cost Principles for Non-Profit Institutions” [*located at: http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr230_main_02.tpl*];
- OMB Circular A-133, “Audit of States, Local Governments, and Non-Profits” [*http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2011/*];
- 2 CFR Part 215 (OMB Circular A-110), “Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” [*located at: http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr215_main_02.tpl*]; and
- Any other applicable Federal regulation or statute.

2. RESPONSIBILITIES OF THE RECIPIENT

The Recipient shall provide overall program management. Specifically, the Recipient shall be responsible for the following, as a minimum:

- Performing the Statement of Work as described in Section I, Funding Opportunity Description.
- Coordinating and managing work, including issuing and managing subcontracts/sub awards and consulting arrangements, as necessary.
- Submitting all required reports including Quarterly Progress Reports and Annual Budget Reviews. (See Paragraph B of this Section, entitled Reporting.)
- Meeting with the FHWA Agreement Officer’s Technical Representative (AOTR) as necessary.
- Participating in a kick-off meeting with the AO and/or the AOTR to discuss agreement expectations and procedures.
- Participating in Annual Budget Review meetings with the AO and/or AOTR.

3. TRAVEL AND PER DIEM

Travel and per diem authorized under this cooperative agreement shall be reimbursed in accordance with the travel costs section of 2 CFR Part 230 (OMB Circular A-122), "Cost Principles for Non-Profit Institutions." Per the Circular, in the absence of an acceptable, written institution policy regarding travel costs, the rates and amounts established in the Federal Travel Regulations in effect at the time of travel shall apply. In addition, all non-domestic travel shall be approved by the AO prior to incurring costs. Travel requirements under this grant agreement shall be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment vouchers must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers.

4. AMENDMENTS

Amendments to this cooperative agreement may only be made in writing, signed by both parties for bilateral actions and by the AO for unilateral actions, and specifically referred to as an amendment to this cooperative agreement.

5. AGREEMENT OFFICER'S TECHNICAL REPRESENTATIVE (AOTR)

The AO has designated _____ as Technical Representative to assist in monitoring the work under this agreement. The AOTR will oversee the technical administration of this agreement and act as technical liaison with the performing organization. The AOTR is not authorized to change the scope of work or specifications as stated in the agreement, to make any commitments or otherwise obligate the Government or authorize any changes which affect the agreement funding, delivery schedule, period of performance or other terms or conditions.

The AO is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this agreement shall not be construed to authorize the revision of the terms and conditions of performance. The Agreement Officer shall authorize any such revision in writing.

6. OBLIGATION CEILING RATIO

Pursuant to section 1102 of SAFETEA-LU, the FHWA is required to annually redistribute a portion of allocated program authorization. Funds available for subsequent years of this agreement shall be adjusted for each fiscal year, which may increase or decrease the total estimated funding available.

7. INDIRECT COSTS

Indirect costs are allowable under this agreement as follows:

<i>Indirect Rate Type</i>	<i>Rate (%)</i>	<i>Base</i>
<i>(Information to be filled in at award)</i>		

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In the event the recipient determines the need to adjust the above listed rates, the Recipient shall notify the FHWA of the planned adjustment and provide rationale for such adjustment. In the event such adjustment rates have not been audited by a Federal agency, the adjustment of rates must be pre-approved in writing by the Agreement Officer.

This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's audited final indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

8. DATA RIGHTS

The Recipient shall make available to the Government copies of all work developed in performance with this cooperative agreement, including but not limited to software and data. The Government and others acting on its behalf shall have rights to obtain, reproduce, publish or otherwise use the data developed in the performance of this agreement pursuant to 49 CFR Part 19.36.

9. PAYMENT

The Recipient may request advances or reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions [see 49 CFR Part 19.25 (c)(6) and 2 CFR Part 215] not-to-exceed the funds currently available as stated herein.

Advance Payments: The Recipient may be paid in advance, provided the Recipient maintains or demonstrates the willingness to maintain the following in accordance with 49 CFR Part 19: (1) written procedures that minimize the time elapsing between transfer of funds and disbursement by Recipient, and (2) financial management systems that meet the standards for fund control and accountability. When these items are met, reimbursement will be the method of payment.

Payment for Reimbursement: When requesting reimbursement of costs incurred, the Recipient shall submit supporting cost detail with the SF 270 to clearly document costs incurred. Cost detail includes a breakout of all costs incurred including, direct labor, indirect costs, other direct costs, cost share, travel, etc.

The Agreement Specialist and the AO reserve the right to withhold processing requests for advance or reimbursement until sufficient detail is received. In addition, reimbursement will not be made without AOTR review and approval to ensure that progress on the Agreement is sufficient to substantiate payment. After AOTR approval, the Agreement Specialist will certify and forward the advance or request for reimbursement to the payment office.

The Recipient shall submit an original and one copy of the SF 270 to one of the methods identified below:

1. Requests for advance or reimbursement via regular U.S Postal service mail:

Federal Highway Administration
P.O. Box 268865
Oklahoma City OK 73126-8865

2. Requests for reimbursement submitted via an overnight service should use the following physical address:

MMAC
FHWA/AMZ-150
6500 S. MacArthur Blvd
Oklahoma City, OK 73169
Attention: Guang Zeng, HAAM-20F
On-site contact: April Grisham, 405-954-8269

3. Alternatively, you may submit request for reimbursement to the following central e-mail address at 9-AMC-AMZ-FHWA-Invoices@faa.gov.

4. If you choose to submit your invoices to the central e-mail address, you must:

(a) Include the invoice as an attached PDF document.

(b) Include in the e-mail subject line the following:

(i) "Invoice No. #

(ii) Contract/Agreement Number

(iii) Name of your Company/Organization."

Example: Invoice No. 35 – DTFH61-08-C-00001 – ABC Company

(iv) Attention: Guang Zeng

All invoices must identify Guang Zeng *as the invoicing point of contact*.

Requests for reimbursement submitted to addresses other than those identified above will be returned to the recipient as non-conforming.

Note: Standard Forms may be located at <http://fhwa.dot.gov/aaa/hamhome.htm>.

10. **ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER**

An acknowledgment of FHWA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under the agreement, in the following terms:

"This material is based upon work supported by the Federal Highway Administration under Agreement No. DTFH61-11- (to be filled in at award)."

All materials must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the Author(s) and do not necessarily reflect the view of the Federal Highway Administration."

11. SITE VISITS

The Federal Government, through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the Federal Government on the premises of the Performing Organization or a subrecipient under this agreement, the Performing Organization shall provide and shall require their subrecipients to provide all reasonable facilities and assistance for the safety and convenience of the Government representative in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work.

12. TERMINATION AND SUSPENSION

The Government may terminate this agreement in whole or in part, upon providing written notification to the Recipient, if the AO determines that a Recipient has failed to complete the technical or administration terms and conditions of the award.

13. BUDGET REVISION/REALLOCATION OF AMOUNTS

The Recipient is required to report deviations from budget and program plans, and request prior approval for budget and program plan revisions in accordance with 49 CFR Part 19.25.

Note: The Recipient must obtain prior written approval from the Agreement Officer to transfer amounts budgeted for direct cost categories when the cumulative value of such transfers will exceed 10% of the value of Federal share of this agreement. When requesting such approval, a letter request suffices.

14. FINANCIAL MANAGEMENT SYSTEM

By signing this agreement, the Recipient verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and that it complies with the financial management system requirements of 49 CFR Part 19. The Recipient's failure to comply with these requirements may result in agreement termination.

15. ALLOWABILITY OF COSTS

Allowable costs will be determined in accordance with the applicable Federal cost principles, e.g., Non-Profit Organizations-2 CFR Part 230.

Food, meals, and beverage costs associated with presentations and workshops sponsored by FHWA are unallowable.

16. AVAILABLE FUNDING

The total not-to-exceed amount of Federal funding that may be provided under this grant agreement is \$300,000 for the entire period of performance, subject to the limitations shown below:

- (1) Currently, Federal funds in the amount of \$_____ (to be filled in at award), are obligated to this agreement.
- (2) Subject to availability of funds, and an executed document by the Agreement Officer, \$_____ (to be filled in at award) may be obligated to this agreement.

The Government's liability to make payments to the Recipient is limited to those funds obligated under this agreement as indicated above and any subsequent amendments.

17. CENTRAL CONTRACTOR REGISTRY (CCR)

The Recipient must be registered in the CCR in order to receive payments under this agreement. Use of the CCR is to provide one location for applicants and Recipients to change information about their organization and enter information on where Government payments should be made. The registry will enable Recipients to make a change in one place and one time for all Federal agencies to use. Information for registering in the CCR and online documents can be found at www.ccr.gov.

18. KEY PERSONNEL

The Recipient shall request prior written approval from the AO for any change in key personnel specified in the award. Key personnel under this agreement include:

(To be filled in at award)

19. PROGRAM INCOME

Program Income earned during the project period shall be retained by the Recipient and added to funds committed to the project by the Federal awarding agency and the Recipient and used to further eligible project or program objectives.

20. SUBAWARDS

Unless described in the application and funded in the approved award, the Recipient shall obtain prior written approval from the AO for the subrecipient, transfer, or contracting out of any work under this award. This provision does not apply to the purchase of supplies, material, equipment, or general support services.

21. DEBARMENT AND SUSPENSION REQUIREMENTS

The Recipient shall comply with Subpart C of 49 CFR Part 29, Government Debarment and Suspension (Non-procurement). Further, the Recipient shall flow down this requirement to applicable subawards by including a similar term or condition in lower-tier covered transactions. See 49 CFR Part 29 for details of the requirement. (Note: 49 CFR Part 29 is available online at <http://www.dot.gov/ost/m60/grant/regs.htm>).

22. DRUG FREE WORKPLACE

The Recipient shall comply with Subpart B of 49 CFR Part 32, Government-wide Requirements for Drug-Free Workplace (Financial Assistance). See 49 CFR Part 32 for details of the requirement. (Note: 49 CFR Part 32 is available online at <http://www.dot.gov/ost/m60/grant/regs.htm>)

23. DISPUTES

The parties to this agreement shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Disputes provision. Any dispute, which for the purposes of this provision includes any disagreement or claim, between the FHWA and the recipient concerning questions of fact or law arising from or in connection with this Agreement and whether or not involving alleged breach of this Agreement, may be raised only under this Disputes provision.

Whenever a dispute arises, the parties shall attempt to resolve the issues involved by discussion and mutual agreement as soon as practical. In no event shall a dispute which arose more than three months prior to the notification made under the following paragraph of this provision constitute the basis for relief under this article unless FHWA waives this requirement.

Failing resolution by mutual agreement, the aggrieved party shall document the dispute by notifying the other party in writing of the relevant facts, identify unresolved issues and specify the clarification or remedy sought. Within five working days after providing written notice to the other part, the aggrieved party may, in writing, request a decision from the Agreement Officer. The other party shall submit a written position on the matters in dispute within thirty calendar days after being notified that a decision has been requested. The Agreement Officer shall conduct a review of the matters in dispute and render a decision in writing within thirty calendar days of receipt of such written position. Any decision of the Agreement Officer is final and binding unless a party shall, within thirty calendar days, request further review as provided below.

Upon written request to the FHWA Director, Office of Acquisition Management or designee within thirty calendar days after the Agreement Officer's written decision or upon unavailability of a decision within the stated time frame under the preceding paragraph, the dispute shall be further reviewed. This review shall be conducted by the Director, Office of Acquisition Management. Following the review, the Director, Office of Acquisition Management will resolve the issues and notify the parties in writing. Such resolution is not subject to further administrative review and to the extent permitted by

law, shall be final and binding. Nothing in this Agreement is intended to prevent the parties from pursuing disputes in a United States Federal Court of competent jurisdiction.

B. REPORTING

1. ADDRESSES FOR SUBMITTAL OF REPORTS AND DOCUMENTS

The Recipient shall submit all required reports and documents, to the Agreement Specialist and the AOTR electronically, referencing the cooperative agreement number, at the following address:

Guang.Zeng@dot.gov

Carl.Rodriguez@dot.gov

(TBD)@dot.gov

2. QUARTERLY PERFORMANCE PROGRESS REPORT (PPR)

The Recipient shall submit an electronic copy of the SF-PPR, in PDF format, to the AOTR and the Agreement Specialist, plus, and one hard copy to the Agreement Specialist, on or before the 30th of the month following the calendar quarter being reported. Final PPRs are due 90 days after the end of the agreement period of performance.

Calendar Quarters are:

- (1) January - March
- (2) April – June
- (3) July – September
- (4) October- December

The SF-PPR is available online at http://www.whitehouse.gov/omb/grants/grants_forms.html.

The quarterly submittal shall consist of the SF-PPR cover page and the following required attached information. Block 10 (Performance Narrative) and Block 11 (Other Attachments) of the SF-PPR shall include the following information as attached pages:

Each report shall contain concise statements covering the activities relevant to the project, including:

- a summary of work performed for the current quarter
- a summary of work planned for the upcoming quarter
- a description of any problem encountered or anticipated that will affect the completion of the work within the time and fiscal constraints as set forth in the grant agreement, together with recommended solutions to such problems; or, a statement that no problems were encountered
- A tabulation of the current and cumulative costs expended by cost element (labor, travel, indirect costs, subcontractors, etc.) by quarter versus budgeted costs, including cost share
- SF 425, Financial Status Report.

3. ANNUAL BUDGET REVIEW AND PROGRAM PLAN

The Recipient shall submit two copies of the Annual Budget Review and Program Plan to the AOTR and one copy to the Agreement Specialist 60 days prior to the end of each agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming agreement year. If there are no proposed deviations from the Approved Project Budget, the Annual Budget Review shall contain a statement stating such. The Recipient will meet with FHWA to discuss the Annual Budget Review and Program Plan. Work proposed under the Annual Budget Review and Program Plan shall not commence until AO written approval is received.

4. DELIVERABLES

Deliverables are anticipated to be made available to the public.

Deliverables

To be Completed on or Before

(to be inserted at award)

5. FINANCIAL ASSISTANCE POLICY TO BAN TEXT MESSAGING WHILE DRIVING

a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

"Driving"-

(1) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

"Text Messaging" ---means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

(b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance recipients and subrecipients of grants and cooperative agreements are encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--

- (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
- (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-

- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Assistance Awards.* All recipients and subrecipients of financial assistance to include: grants, cooperative agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.

6. REPORTING EXECUTIVE COMPENSATION

Appendix A to Part 170—Award term

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of

1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at www.ccr.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you will report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR Part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus*.

ii. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified*.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

SECTION VII - AGENCY CONTACT

Address any questions to:

Guang Zeng, Agreement Specialist
Federal Highway Administration, HAAM-20F
Office of Acquisition Management
1200 New Jersey Avenue, SE
Washington, DC 20590

Guang.Zeng@dot.gov; (202) 366-5503

Secondary point of contact is Carl Rodriguez, Agreement Officer, (202) 366-4240, Email Carl.Rodriguez@dot.gov.